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#### **REMARKS**

This Amendment is submitted in response to the Office Action mailed on May 26, 2005. Claims 19 - 27 were pending, and are now cancelled. Claims 28 - 38 are added. No claims are allowed at present.

No fee for additional claims is due. If, in fact, a fee is due, it may be billed to Deposit Account 14 - 0225, NCR Corporation.

#### **Support for Added Claims**

The Specification, page 12, line 20 et seq., states that a browser in a Self Service Terminal, SST, may display a web page. If the user requests a printing operation, special events occur (see page 15, line 6 et seq.):

- A message is sent to the web server which generates the web page.

- The web server packs up the information to be printed, addresses it to a "port" (or "socket") on the SST, and sends it to the SST on the Internet.

- When the SST receives the information, it recognizes that the information is addressed to the "port," and therefore blocks the information from reaching the browser.

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-- The information is instead re-directed to  
a controller which controls a printer.

In addition, the following items are found at the following  
locations in the Specification:

The web pages on the web server can be modified by a third  
party, independent of the software which controls the ATM. (Page  
2, bottom.)

The web site can provide the ATM user with access to  
databases, but the application(s) which control the ATM have no  
access to the databases. (Page 3, top.)

The ATM provides a "port" to which the web server (which  
generates the web pages retrieved by the web browser in the ATM)  
can send requests directly. These requests are not received by the  
web browser. (Page 5, lines 14 - 20.)

A print-request can be made via this port, wherein the web  
server can issue print-requests, but not the web browser. (Page  
5, lines 18 - 24.)

#### **Added Claims in View of References**

All new claims recite the re-direction of hardware control  
signals recited above, which is not found in the applied  
references.

In fact, the applied references are contrary to this re-  
direction. Drummond states that his ATM includes a printer.

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(Column 7, line 24.) He states that JAVA commands can be embedded in HTML documents, which are received by his browser. (Column 8, lines 47 - 49.) He states that these JAVA commands can operate the devices in the ATM, which would include the printer. (Column 8, lines 61 - 64.)

Drummond, column 28, line 22 et seq. **expressly states** that **print commands** are present in HTML documents, which are received by his browser.

Thus, Drummond states that his browser can directly control the printer in the ATM.

Angles states that all his HTML documents are received by his browser. He does not discuss any re-direction. Further, he specifically states that the browser known as "Netscape" can be used. (Column 1, line 52, et seq.) It is well known that Netscape prints directly, when the "print button" is pressed, without any re-direction of data.

Thus, Angles states that his browser can directly control the printer.

Therefore, the applied references are contrary to the recitations in question.

#### **re: Cancellation of Claims**

All claims presently cancelled were cancelled because of the PTO's assertion of lack of 112 - support for claim limitations.

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However, this cancellation is done solely in the interest of furtherance of prosecution of the application, and to avoid argument over whether the Specification directly, or implicitly, contains support for certain claim recitations.

Further, this cancellation is not an admission of the correctness of the prior-art rejections. Regarding the prior-art rejections, Applicant makes the following points.

No "Option" in Drummond

Drummond is cited to show claim recitations such as the first paragraph of claim 19, which begins with "presenting to a self-service . . .". However, that claim recitation states that an "option" is presented to the customer, to obtain "service" from a "third party." Drummond provides no such "option." In Drummond, material is presented to the customer, whether the customer likes it or not. The customer has no choice. There is no "option."

Claims not Attained, Even if References are Combined

Claims 19 and 22 state that something is done (call it Event A) while the customer is executing a transaction (Event B). Drummond is cited to show Event A, and Angles is cited to show Event B.

However, at best, Angles merely shows a customer who is executing a transaction, or Event B. No showing has been made that

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Event A of Drummond should be superimposed on that Event A, so that both occur together.

Restated, even if the references show Events A and B, those Events can be combined in at least three ways:

- 1) Event A occurs **before** Event B,
- 2) Events A and B occur **together**, and
- 3) Event A occurs **after** Event B.

The PTO has failed to show that possibility (2) necessarily follows from the combination of references.

#### No Teaching Given for Combining References

In all 103-rejections, essentially the same assertion is repeated for combining the references. The PTO asserts that

- 1) the combination of references allows a user to obtain information and
- 2) the combination allows the user to further operate the SST.

However, several problems exist in these assertions.

#### PROBLEM 1

In **either reference, by itself**, the user can obtain information. Thus, there is no reason to combine the references to attain this goal of obtaining information.

Restated, if the goal is obtaining information, then there is

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no need to combine references to attain it.

Thus, the stated goal does not lead to a **combination** of references.

This principle applies to the second assertion, that the combination allows the user to further operate the SST. Either reference allows that.

#### PROBLEM 2

As just explained, either reference, by itself, attains both goals of the PTO. Consequently, the rationale for combining the references does nothing more than set forth two properties of each reference.

In general, properties of a reference do not act as a teaching in favor of combining the reference with another.

#### PROBLEM 3

The assertions merely set forth supposed characteristics of the combination of references, but **after** combining them. That is not a teaching for combining them in the first place.

#### PROBLEM 4

The rationale does not follow the CAFC's decision of In re Dembiczak, 175 F. 3d 994, 50 USPQ2d 1614 (Fed. Cir. 1999).

In brief, Dembiczak states that

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- **objective evidence** of a teaching for combining references must be provided;
- the Examiner's speculation does not qualify as objective evidence;
- numerous sources can provide a teaching to combine references;
- knowledge of one skilled in the art can act as a source;
- however, THE RANGE OF SOURCES AVAILABLE DOES NOT DIMINISH THE REQUIREMENT FOR ACTUAL EVIDENCE;
- broad conclusory statements by the Examiner do not qualify as evidence; and
- "particular factual findings" as to the teaching are required, and gives reasons why **facts** are necessary.

Applicant submits that no fact findings have been made, and that the rationales of the PTO appear to be "broad conclusory statements," which are prohibited by Dembiczak.

#### CONCLUSION


Applicant requests that the rejections to the claims be reconsidered and withdrawn.

Applicant expresses thanks to the Examiner for the careful

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consideration given to this case.

Respectfully submitted,

  
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